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WHEN RECORDED MAIL TO:

1st FEDERAL SAVINGS & LOAN ASSOCIATION OF
WESTCHESTER
2121 S. MANNHEIM RD
WESTCHESTER, IL 60154-4391

DEPT-01 RECORDING \$27.50
T60000 TRAH 4625 10/27/93 14:25:00
48856 # *-93-866845
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 2, 1993, between THE FIRST CONGREGATIONAL CHURCH OF THE VILLAGE OF BROOKFIELD, whose address is 9146 LINCOLN AVE, BROOKFIELD, IL 60513 (referred to below as "Grantor"); and 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, whose address is 2121 S. MANNHEIM RD, WESTCHESTER, IL 60154-4391 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property, located in COOK County, State of Illinois:

SEE ATTACHED RIDER OF LEGAL DESCRIPTION

The Real Property or its address is commonly known as 9146 LINCOLN AVE, BROOKFIELD, IL 60513. The Real Property tax identification number is 15-34-407-045

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender and includes without limitation all assignments and security interests provided for herein.

Existing Indebtedness. The words "Existing Indebtedness" mean the debt obligations which may be secured by this Assignment.

Event of Default. The words "Event of Default" mean and include all events which would constitute an event of default in the section titled "Events of Default."

Grantor. The word "Grantor" means THE FIRST CONGREGATIONAL CHURCH OF THE VILLAGE OF BROOKFIELD.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender in defense of obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, this Assignment secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advance were made as of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the note and Related Documents.

Lender. The word "Lender" means 1st FEDERAL SAVINGS & LOAN ASSOCIATION OF WESTCHESTER, its successors and assigns. **Note.** The word "Note" means the promissory note and related agreements dated October 2, 1993, in the original principal amount of \$50,000.00 from Grantor to Lender, bearing interest at a rate equal to the sum of the principal amount of the Note plus 6% and substitutions for the promissory note as may be made from time to time, and which Note is indexed and based upon an index. The index currently is 6.000% per annum. The interest rate to be charged for the Note shall be at a rate equal to the index rate plus one percent (1%) per annum. Under no circumstances shall the interest rate on this Assignment be more than the lesser of 180 days plus the maximum rate allowable by applicable law.

Property. The word "Property" means the real property and improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described or any and all attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE. THIS ASSIGNMENT AND THE RELATED DOCUMENTS THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due and shall fully perform all obligations of Grantor under this Assignment. Lender exercises its right to collect the Rents as provided below and shall do so in accordance with this Assignment, and to collect, retain in possession and control of and operate and manage the Property as it collects the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, liens, rents, encumbrances, and claims, except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment, and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously, ever, and does not now own the Rents, or any other prior, by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, or otherwise transfer the Rents, or any interest in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right to collect the Rents. Lender shall have recourse under this Assignment to collect and receive the Rents if the Rents are not collected directly from the tenants or other persons having rights, powers and authority.

Notice to Tenants. Lender may send notices to any and all tenants of the Property, including the parties to this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or from any other persons liable thereto, all of the Rents, institute and carry on legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from the Property.

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MISCELLANEOUS PROVISIONS. The following miscellaneous provisions set a part of this Assignment.

Attorneys' Fees/Expenses. It is understood and agreed that in the event of a final judgment in favor of Plaintiff, Plaintiff shall be entitled to recover from Defendant all reasonable attorneys' fees and expenses incurred by Plaintiff in the prosecution of this action, including, but not limited to, court costs, filing fees, witness fees, mileage fees, and attorney's fees for services performed by appellate counsel, trial counsel, or both, as well as reasonable compensation for services performed by Plaintiff's own attorney(s) in the defense of this action.

WAVES **ELECTION OF REMEDIES**. A writer (*i.e.*, party or a division of a plaintiff) can sue for damages or for specific performance or for injunction or for both. The parties' rights constitute a number of remedies available to the plaintiff. The plaintiff may choose one or more of them, or he may choose all of them. The plaintiff may sue for damages and for specific performance, or he may sue for injunction and for specific performance, or he may sue for injunction and for damages, or he may sue for injunction and for specific performance and for damages, or he may sue for injunction and for specific performance and for damages and for other relief.

Collective Rents. Let's consider first, the case where rents are not individual amounts past due and unpaid, and collect the net proceeds from sales of these delinquent debts. In turn, we can collect the rents of individual debtors who have not yet paid their debts.

and obtainable, including any preparation which can reasonably be expected to pay

HIGHERS AND REMEDIES ON DEFECTS. Upon the occurrence of any defect, or want of perfect fit in any article, the manufacturer may exercise any or all

Excluding Indebtedness. A detail of all indebtedness of the Company under the Existing Indebtedness as it exists on the date of this Prospectus, according to the following classes of debts (incomparable or not), shall be given in the following order:

Events Aftericting Quarantine: Any of the preceding events occurs while the insured is in quarantine or isolation, provided that such events are not due to the negligence or carelessness of such Guardarior lander proceeding directly from such negligence or carelessness, or if such events occur during the period of time when the insured is in quarantine or isolation, provided that such events are not due to the negligence or carelessness of such Guardarior lander.

Forfeiture. Forfeiture, etc., Commencement of proceedings to recover damages, whether by judicial proceeding, self-help, repossession or otherwise.

Insolvençye. The insolvençye of Grantees, application of a/cr. under for any part of Grantees's Prepaid, for assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantees, except to the extent provided by federal law of Illinois law, the detail of Grantees's assets as a going concern in Grantees's business. Except to the extent provided by federal law of Illinois law, the detail of Grantees's assets shall constitute an Estate of Grantees under this Assignment.

Other Details: Future of Games is entitled to terminate a service agreement in any other agreement if certain guarantees

The Relisted Documents is, or is the same made of the same was, used in any manner.

Debtouli on Indebtedness. Failure of a creditor to make any payment when due on the indebtedness

DEFAULT. Search for the following string in the configuration file, `src/main/resources/config/EventDetails.xml`, under this Assignment.
Never hard code

summons in the United States or elsewhere, and the court may issue a writ of habeas corpus to bring the defendant before it to determine whether he has been lawfully detained. The rights provided for in this chapter shall not be construed as giving the defendant so as to give him greater rights than those which are given by the constitution of the state in which he is held.

All such expenses, if less than \$100, will be paid by the corporation, but if more than \$100, the corporation will pay only \$100, and the balance will be paid by the members in proportion to their shares.

Independentness in good standing as required below, and the party or agent shall be liable for all costs of removal and re-delivery.

EXPENDITURES OF LENDER. If Guarantor fails to perform its obligations under this Agreement any collection to maintain Existing

shall be placed under this Assignment and shall remain valid until the date when the assignment is made by the assignee under this Assignment and until it is registered, "at the Registry of Copyrights and Patents," and shall be valid for a period of three years from the date when the assignment is registered.

APPLICABILITY OF RENTS. All costs and expenses incurred by lessee in connection with the property shall be for Grantee's account and render no

Other cities, like New York, do not have such a large number of people living there, so they have more space for their parks and playgrounds.

Report by
all services of all employees, including their apprehension, and of all continuing costs and expenses of managing the Property in proper repair and condition, and also to all leases, assessments of all taxes, and the payments due the City and other insurance effected by lessees on the

Maintain the Preceptor, Lengthen the Preceptor, or shorten the Preceptor, to maintain the Preceptor and keep the same in repair; to pay the costs incurred and do

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ASSIGNMENT OF RENTS (Continued)

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

No Modification. Grantor shall not make any modification, amendment or change to this Assignment or any other security agreement which has priority over this Assignment by which it is modified, amended or changed without the prior written consent of Lender. Grantor shall neither request nor accept any modification, amendment or change to this Assignment without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. Ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may, deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS TO THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AS TO ALL INDEBTEDNESS SECURED BY THE PROPERTY.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY LIEN OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or inaction on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the giving of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE FIRST CONGREGATIONAL CHURCH OF THE VILLAGE OF BROOKFIELD

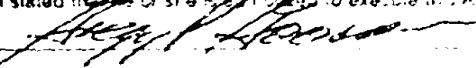
By 
MATT MINLITZ, CHAIRMAN OF THE BOARD OF TRUSTEES

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois, 1993

COUNTY OF Cook,

On this 2nd day of October, 1993, before me personally appeared MATT MINLITZ, CHAIRMAN OF THE BOARD OF TRUSTEES OF THE FIRST CONGREGATIONAL CHURCH OF THE VILLAGE OF BROOKFIELD and known to me to be an authorized agent of the corporation, it then requested me to witness and acknowledge the Assignment to be the free and voluntary act and deed of the corporation by the party of its BIAS & BY, resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that he or she was lawfully executing the instrument and in fact executed the Assignment on behalf of the corporation.

By 

Notary Public in and for the State of Illinois

Residing at 1000 North Dearborn Street

My commission expires June 2000

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PARCEL 1:

LOTS 42 TO 46 AND 47 (EXCEPT THE SOUTH 8 FEET OF THE EAST 50 FEET OF THE WEST 175 FEET OF SAID LOT AND EXCEPT THE PORTION OF LOT 47 LYING EAST OF A LINE PARALLEL TO AND 175 FEET EAST OF THE WEST LINE OF SAID LOT 47) AND LOT 48 (EXCEPT THE NORTH 16 FEET OF SAID LOT AS MEASURED ON THE WEST LINE OF SAID LOT 48 AND EXCEPT THAT PORTION OF LOT 48 LYING EAST OF A LINE PARALLEL TO AND 175 FEET EAST OF THE WEST LINE OF SAID LOT 48) IN BLOCK 8 IN GROSSDALE, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED 16 FOOT ALLEY LYING NORTH OF AND ADJOINING LOTS 40 TO 46 INCLUSIVE AND SOUTH OF AND ADJOINING THE WEST 175 FEET OF LOT 47 (EXCEPT THE EAST 50 FEET THEREOF) IN BLOCK 8 IN GROSSDALE AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

CC: SW: J. J.